09-50026-mg Doc 6271-2 Filed 07/06/10 Entered 07/06/10 18:46:46 Exhibit Lease Amendments Pg 1 of 13

LEASE AMENDMENT AGREEMENT

AGREEMENT made this 18th day of October 2000, between M-TECH ASSOCIATES, a Michigan co-partnership, with its principal address at 28388 Franklin Road, Southfield, Michigan 48034, hereinafter referred to as Lessor, and GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 2300 Renaissance Center, Detroit, Michigan 48265, hereinafter referred to as Lessee.

WITNESSETH:

That the Lease Agreement dated August 28, 1986, between the parties hereto covering approximately 29,460 square feet of office and manufacturing floor space at 33500 Mound Road, Sterling Heights, Michigan, for a term commencing January 15, 1987 and expiring January 14, 2002, is hereby amended as follows:

Lessee may, at its option by providing Lessor with at least two hundred seventy (270) days prior written notice, extend this Lease for a further period of five (5) years upon all the same terms and conditions except at a rental rate equal to the rental rate as shown on the attached Exhibit "A" or at such other rental rate as may be agreed to by Lessee and Lessor at the time written notice is given.

Except as heretofore amended and extended and as hereby amended, said Lease Agreement dated August 28, 1986, is in all respects ratified and confirmed.

09-50026-mg Doc 6271-2 Filed 07/06/10 Entered 07/06/10 18:46:46 Exhibit Lease

Amendments Pg 3 of 13

JAN 31 2001 11:51 FR 200-38-TC 313 665 6746 TD 912483563509 P.03/04

IN WITNESS WHEREOF, the Lessor has signed and sealed this instrument this ______ day of October 2000 and the Lessee has signed and sealed this instrument this 19th day of October 2000.

In the presence of:

M-TECH ASSOCIATES, a Michigan copartnership

By: Sam L. Yaker, General Partner

In the presence of:

GENERAL MOTORS CORPORATION

MW:F:16795LY.DOC

ATTEST

Assistant Secretary

Cheryl Penca Lindenson

EXHIBIT "A" TO LEASE ADDENDUM AGREEMENT RENT SCHEDULE For Office/Industrial Facility 29,640 Square Feet 33500 Mound Road, Sterling Heights, Michigan October 18, 2000

Lessor and Lessee agrees to extend the Lease for years sixteen through twenty with the annual and monthly rents as follows:

<u>Period</u>	Annual Rent	Payment Arrangement
Sixteenth – 12 months 2002	\$577,200	\$48,100 Per month
Seventeenth – 12 months 2003	\$ 594,000	\$49,500 Per month
Eighteenth – 12 months 2004	\$612,000	\$51,000 Per month
Nineteenth - 12 months 2005	\$630,000	\$52,500 Per month
Twentieth – 12 months 2006	\$649,200	\$54,100 Per month

If Lessee does not extend the Lease for five years beyond the twentieth year, the Lessee will pay the Lessor the sum of \$1,100,000. That sum is to compensate Lessor for unamortized cost, etc.

MW:F:1850SLY,00C

LEASE AMENDMENT AGREEMENT

AGREEMENT made this day of July 2001, between M-TECH ASSOCIATES, a Michigan co-partnership, with its principal address at 28388 Franklin Road, Southfield, Michigan 48034, hereinafter referred to as Lessor, and GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 300 Renaissance Center, P.O. Box 300, Detroit, Michigan 48265-3000, hereinafter referred to as Lessee.

AMENDMENT AND UNDERSTANDINGS:

That the Lease Agreement dated August 28, 1986, between the parties hereto covering approximately 29,460 square feet of office and manufacturing floor space at 33500 Mound Road, Sterling Heights, Michigan, for a term commencing January 15, 1987 and expiring January 14, 2002, is hereby amended as follows:

The parties previously agreed that Lessee may, at its option and by providing Lessor with at least two hundred seventy (270) days prior written notice, extend this Lease for a period of five (5) years upon all the same terms and conditions except at rental rates equal to the rates shown on the attached Exhibit "A" or at such other rates that may be agreed to by Lessee and Lessor at the time written notice is given.

Lessee has agreed to exercise the option provided in the preceding paragraph and as hereinafter provided and to extend the Lease for a period of five (5) years as provided herein.

If during the term of this Lease Extension General Motors has not elected and begun to use and improve the easterly 300 feet of the leased property, as indicated on the attached Exhibit "B", then M-Tech Associates shall have the right to remove that easterly 300 feet from the Lease. If during the Lease Extension, M-Tech decides to

remove the easterly 300 feet from the Lease, M-Tech will provide General Motors with at least sixty (60) days written notice prior to that removal.

OPTION TO PURCHASE

LESSOR hereby grants LESSEE an Option to Purchase the property, excluding the easterly 300 feet, at the following price and terms:

- 1. The purchase price, during January 2002, is \$6,150,000.
- 2. The purchase price for the balance of 2002; from February 1 through December 31, 2002 will be \$6,350,000.
- 3. The purchase price from January 1 through December 31, 2003 will be \$6,540,000.
- 4. The purchase price from January 1 through December 31, 2004 will be \$6,735.000.
- 5. The purchase price from January 1 through December 31, 2005 will be \$6,935,000.
- 6. The purchase price from January 1 through December 31, 2006 will be \$7,150,000.

If the easterly 300 feet is included the foregoing purchase prices will be increased as follows provided that the easterly 300 feet has not been removed from the Lease as provided with Exhibit "A" attached hereto:

- 1. \$200,000 during January 2002
- 2. \$205,000 from February 1, 2002 through December 31, 2002
- 3. \$210,000 from January 1, 2003 through December 31, 2003
- 4. \$215,000 from January 1, 2004 through December 31, 2004
- 5. \$220,000 from January 1, 2005 through December 31, 2005
- 6. \$225,000 from January 1, 2006 through December 31, 2006

Lessee shall provide Lesser with at least ninety (90) days written notice prior to the exercise of this Option to Purchase.

OPTION TO EXTEND

LESSOR grants LESSEE an Option to Extend the Lease for an additional five (5) years from January 16, 2007 through January 15, 2012 (years twenty-one through twenty-five).

- a. The rent during the first year of this extension (January 16, 2007 through January 15, 2012) i.e., year twenty-one, will be 103% of the rent during the 20th year.
- b. The rent in year 22 will be 103% of the rent in year 21.
- c. Thereafter the rent will increase by 3% per year.
- d. The termination fee at the end of the 25th year will be the sum of \$800,000.

LESSEE agrees to notify LESSOR of its decision to either extend the Lease pursuant to this Option to Extend for years 21 through 25 or to terminate the Lease at the end of the 20th year by on or before January 31, 2006.

Except as heretofore amended and extended and as hereby amended, said Lease Agreement dated August 28, 1986 as previously amended is, in all respects, reratified and reconfirmed.

	IN MICHIGO MILITAGO Abo Locario	as signed and spaled this instrument this
:		as signed and sealed this instrument this 27-
	day of July 2001 and the Lessee has sig	gned and sealed this instrument this $\stackrel{\frown}{\sim}$ day of
	July 2001.	
	In the presence of:	M-TECH ASSOCIATES, a Michigan co- partnership
	Mwinchester	By: Sam L. Yaker, General Partner
:		
(In the presence of: Namor A. Treuter Name To the presence of: Name To the pre	By: Sacily of P. N. S. Director Worldwide Real Estates ASSISTANT Secretary Sandra K. Phillips
	نہ ۔	EXECUTION RECOMMENDED WORLDWIDE REALIESTATE

EXHIBIT "A" TO LEASE AMENDMENT AGREEMENT RENT SCHEDULE For Office/Industrial Facility 29,640 Square Feet 33500 Mound Road, Sterling Heights, Michigan Dated July 4 , 2001

Lessor and Lessee agree to extend the Lease for years sixteen through twenty with the annual and monthly rents as follows:

<u>Period</u>	Annual Rent	Payment Arrangement
Sixteenth - 12 months 2002	\$576,000	\$48,000 Per month
Seventeenth – 12 months 2003	\$588,000	\$49,000 Per month
Eighteenth – 12 months 2004	\$600,000	\$50,000 Per month
Nineteenth – 12 months 2005	\$612,000	\$51,000 Per month
Twentieth - 12 months 2006	\$624,000	\$52,000 Per month

If Lessee does not extend the Lease for five years beyond the twentieth year, the Lessee will pay the Lessor the sum of \$1,100,000. That sum is to compensate Lessor for unamortized cost.

THIRD LEASE AMENDMENT AGREEMENT

THIS THIRD LEASE AMENDMENT AGREEMENT (this "Third Amendment") is made and entered into effective as of the 5m day of June, 2006 (the "Third Amendment Effective Date"), by and between M-TECH ASSOCIATES, a Michigan co-partnership ("Lessor") and GENERAL MOTORS CORPORATION, a Delaware corporation ("Lessee").

RECITALS

- A. Lessor and Lessee entered into that certain Lease dated August 28, 1986, as amended by that certain Lease Amendment Agreement dated October 18, 2000, and as amended by that certain Lease Amendment Agreement dated July 19, 2001 (collectively, the "Lease"), pursuant to which Lessor leases to Lessee approximately 29,460 square feet of office and manufacturing floor space at 33500 Mound Road in Sterling Heights, Michigan, as more particularly shown on Exhibit A to the Lease.
 - B. Lessor and Lessee desire to amend the Lease as herein provided.

AGREEMENT

NOW, THEREFORE, for the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. <u>Defined Terms</u>. All initially capitalized terms not otherwise expressly defined herein shall have the meanings set forth for such terms in the Lease.
- 2. <u>Effective Date of Third Amendment</u>. On the Third Amendment Effective Date, the amendments contained in this Third Amendment shall become effective.

3. Amendments.

- (a) Term. The term of the Lease shall be extended for an additional period of ten (10) years (the "Extended Term"), commencing on January 15, 2007 and expiring on January 14, 2017.
 - (b) Base Rent. Base Rent during the Extended Term shall be as follows.

off. farc Lease Year	Monthly Base Rent	Lease Year	Monthly Base Rent
eth. Parc Lease Year 1	\$26,772√	Year 6	\$29,558
20% Year 2	\$27 , 307 ⁄	Year 7	\$30,150
Year 3	\$27,853	Year 8	\$30,752
Year 4	\$28,410	Year 9	\$31,360
Year 5	\$28,979	Year 10	\$31,995

(c) Option to Renew. Lessee shall have the option to renew the Lease at the end of the Extended Term upon two hundred seventy days (270) days written notice for one (1) five (5) year term (the "Renewal Term"). Base Rent during the Renewal Term shall be as follows:

Lease Year	Monthly Base Rent	
Year 11	\$32,635	
Year 12	\$33,288	
Year 13	\$33,953	
Year 14	\$34,632	
Year 15	\$35,325	

- (d) Option to Terminate. Lessee shall have the option to terminate the Lease at the end of the fifth (5th) year of the Extended Term upon two hundred seventy days (270) days written notice to Lessor and Lessee's delivery to Lessor of a termination payment in the amount of Six Hundred Forty-Five Thousand and No/100 Dollars (\$645,000.00).
- 4. <u>Counterparts</u>. This Third Amendment may be executed in counterparts, each of which when executed shall constitute one and the same agreement.
- 5. Full Force and Effect. Except as otherwise provided herein, the parties acknowledge and agree that the Lease, as previously amended, shall remain in full force and effect.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto executed this Third Amendment as of the day and year first written above.

LESSOR:

M-TECH ASSOCIATES, a Michigan co-

partnership

By:

Name: Sam L. Yaker

Title: General Partner

LESSEE:

GENERAL MOTORS CORPORATION, a

Delaware corporation

Name:

Debby Homic

Name:

Title: Director of Worldwide Real Estate

EXECUTION RECOMMENDED WORLDWIDE REAL ESTATE